

Terms and Conditions

This Agreement is made by and between Caine & Weiner (“Agency”) and (“Client”).

By placing this account through this portal the parties agree to the following terms and conditions:

1. Definitions

(a) “Non-contingent Assigned Claim(s)” as used herein mean claims placed by Client for the purpose of Agency sending a demand letter to the claimant in the form of the initial validation notice required under the Fair Debt Collection Practices Act (15 U.S.C. § 1601 et seq.) on a flat fee basis. Non-contingent Assigned Claims are considered such for the first one hundred twenty (120) days after placement.

(b) “Contingent Assigned Claim(s)” as used herein mean claims authorized to be handled by Agency subsequent to the initial one hundred twenty (120) day non-contingent claim period by Client for the purpose of Agency performing traditional third party collections on behalf of Client against claimants on a contingent fee basis.

2. Client’s Rights and Duties

(a) For each Non-Contingent and Contingent claim assigned for collection, Client shall provide Agency with debtor’s name, address and where available, telephone number, detailed balance, invoices, statements of accounts, credit reports, guarantee and any other documents necessary to identify the debtor and substantiate the debt (“Account Information”).

(b) Client shall assign only bona-fide claims for collection. Client shall specifically identify disputed accounts as such upon assignment. Client shall assign no claims that Client knows have been included in bankruptcy. In the event that Client becomes aware that an Assigned Claim is disputed or involved in bankruptcy, Client shall provide immediate notice of such dispute or bankruptcy to Agency.

(c) Client may recall during the initial one hundred twenty (120) day period subsequent to placement any Non-contingent Assigned Claim free from the contingent commission rates as listed in paragraph 5 below on any payments made.

(d) In the event that any payment is received or credit issued by Client on an Contingent Assigned Claim, Client agrees to provide immediate notice thereof to Agency. Client agrees to pay a full commission on all monies recovered whether paid to Client or Agency, on any payment received by Client. All commissions are due and payable to Agency within thirty (30) of receipt by Client.

(e) Client shall pay to Agency all applicable sales or use taxes assessed by a government authority with respect to the collection services provided by Agency to Client under this Agreement.

(f) If a lawsuit by Client on an Assigned Claim results in a counterclaim or cross-complaint against Client, Client shall be solely responsible for the costs of its defense, including, but not limited to, attorney’s fees and court costs.

3. Agency's Rights and Duties

(a) Agency will exert its best effort in providing collection services on all Non-contingent and Contingent Assigned Claims. Agency shall at all times comply with all applicable laws, rules and regulations in performing its services under this Agreement.

(b) Upon placement of each Non-contingent Assigned Claim Agency shall send out to the last known address of the claimant the initial validation notice required under the Fair Debt Collection Practices Act (15 U.S.C. § 1601 et seq.).

(c) Agency shall credit report any Non-contingent Assigned Claim(s) pursuant to the provisions of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). In the event that Agency does credit report any Non-contingent Assigned Claim, Client shall be listed as the creditor.

(d) Agency shall have the right upon the one hundred twenty first day subsequent to placement of any Non-contingent Assigned Claim that is not resolved with Client either by payment in full or an agreed upon payment arrangement, to convert said Non-contingent Assigned Claim to a Contingent Assigned Claim.

(e) Agency reserves the right to cease collection efforts on any Contingent Assigned Claim that it deems uncollectible.

(f) Agency shall have the authority to forward any Contingent Assigned Claim to attorneys for servicing.

(g) Settlements – Agency may not settle any Non-contingent or Contingent Assigned Claim without obtaining prior consent from Client.

(h) Agency agrees to comply with all applicable federal, local and international laws, statutes and regulations, including but not limited to the FDCPA.

(i) Agency shall net remit to Client, Client recovery of amount on any payments of Contingent Assigned Claims less Agency's appropriate fee as listed in paragraph 5 below.

4. Endorsements and Commissions

Client authorizes Agency to endorse checks, money orders and other instruments of payment received in payment of Assigned Claims. Prior to any Agency remittance, Agency shall have the right to offset any commissions due.

5. Schedule of Fees

As full and complete compensation for consumer collection services rendered by Agency, Client shall pay commissions on Contingent Assigned Claims according to service level. "In-house" means collection efforts conducted exclusively by Agency; "Forwarded" means placed with an attorney and serviced by Agency prior to commencement of litigation; and "Legal" means placed with an attorney and serviced by Agency subsequent to Client's authorization of the lawsuit.

Service Level/Amount Collected

Commission Rate

Domestic Consumer Accounts

In-house	38%
Forwarded	50%
Legal	50%
Interest	50%

Upon withdrawal by Client of an Assigned Claim, any prior, current or future payments, credits or returns of merchandise received by Agency or Client will be subject to regular commissions. In the event that Client withdraws an Assigned Claim that Agency has performed services on and been unable to effectuate settlement either by payment in full or an agreed upon payment schedule then Client shall pay a withdrawal commission equal to one half the normal service level commission rate on the remaining balance. In the event an Assigned Claim was cured prior to being assigned by an amount which does not reflect in the balance as originally assigned, a commission equal to ten percent (10%) will apply to the amount of said prior payment or credit.

6. Forwarding; Legal Collections; Lawsuits

No lawsuit by an attorney shall be initiated on an Assigned Claim without prior authorization of Client. In the event any lawsuit is authorized by Client, Client shall advance all court costs and authorized non-contingent suit fees.

7. Indemnification

(a) Agency agrees to defend, indemnify and hold harmless Client and its employees, agents, officers, directors, shareholders, affiliates and attorneys from any claims, losses, damages and suits, including but not limited to reasonable attorney's fees, it/they may suffer arising out of or related to the breach of any warranty, representation, covenant or term of this Agreement caused by the sole negligence or intentional wrongful act or omission of Agency related to its performance under this Agreement.

(b) Client agrees to defend, indemnify and hold harmless Agency and its employees, agents, officers, directors, shareholders, affiliates and attorneys from any claims, losses, damages and suits, including but not limited to reasonable attorney's fees, it/they may suffer arising out of or related to the breach of any warranty, representation, covenant or term of this Agreement caused by the sole negligence or intentional wrongful act or omission of Client related to its performance under this Agreement.

(c) This paragraph and its subparts shall survive the termination of this Agreement.

8. Termination

Client or Agency may terminate Agency's service at any time, for whatever reason, on no less than thirty (30) days' written notice. Agency will continue to receive commissions on payments, credits or returns of merchandise received by Client or Agency on all Assigned Claims placed prior to notice of termination. Agency may retain and continue its efforts on any Assigned Claim until it is paid in full or Agency deems it uncollectible. Any expenditure advanced for Client and accounts receivable due Agency from Client shall be due and payable within fifteen (15) days of the date notice of termination is received.

8. Miscellaneous

(a) This Agreement may be amended only with the written consent of both parties.

(b) This Agreement shall be governed by the laws of the State of California. For any lawsuit invoking or contesting the terms of this Agreement, venue shall be Los Angeles County.

(c) In the event that any provision or condition in this Agreement shall be invalid, illegal or unenforceable under applicable law of mandatory application, the validity, legality and enforceability of that provision or condition in other instances and of the remaining provisions shall not in any way be affected thereby.

(The following signature is only necessary if Client chooses to download, print and submit Terms and Conditions in lieu of accepting the same via the online portal acceptance process)

Client Name: _____

By: _____ Date: _____

Signor Name: _____

Signor Title, if applicable: _____